

CAUSE NO. _____

TODD J. ZUCKER,
Plaintiff,

vs.

E. MICHELLE BOHREER and
SHARON TAYLOR,
Defendants.

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

____ **JUDICIAL DISTRICT**

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, TODD J. ZUCKER, Plaintiff in the above-styled cause of action and files his Original Petition respectfully showing the Court as follows:

I.

Discovery-Control Plan

1. Plaintiff intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks monetary relief in excess of \$100,000.00.

II.

Claim for Relief

2. Plaintiff seeks monetary relief over \$200,000.00 but not more than \$1,000,000.00.

III.

Parties

3. Plaintiff is Todd J. Zucker ("Mr. Zucker" and "Plaintiff").

4. Defendant E. MICHELLE BOHREER (“Defendant Bohreer”) is an individual residing in Harris County, Texas. She may be served at her office at 1601 Westheimer Road, Houston, Texas 77006, or wherever she may be found.

5. Defendant SHARON TAYLOR (“Defendant Taylor”) is an individual residing in Harris County, Texas. She may be served at her office at 1601 Westheimer Road, Houston, Texas 77006, or wherever she may be found.

IV.

Summary & Factual Background

A. Overview

6. Defendant Bohreer, with the assistance of Defendant Taylor, defrauded Plaintiff and the law firm of Bohreer & Zucker, LLP (the “Firm”) out of hundreds of thousands of dollars by charging her extravagant personal expenses to the Firm for more than two and a half years (2½). This forms the basis of Plaintiff’s claims for breach of fiduciary duty, fraud, breach of contract, declaratory judgment, and an equitable accounting.

7. Todd Zucker and Defendant E. Michelle Bohreer jointly formed the Firm on March 3, 2006. They each owned and continue to own a fifty percent (50%) interest in the Firm, but agreed to share the profits of the Firm on a 60/40 basis, with Defendant Bohreer receiving 60% of the profits.

8. Defendant Bohreer is a licensed Certified Public Accountant and an attorney licensed in Texas and Colorado. At all relevant times, she acted as the managing and tax matters partner of the Firm.

9. Beginning in January 2017, and without informing Plaintiff, Defendant Bohreer caused the Firm to pay one hundred percent (100%) of her credit card charges, totaling more than

\$650,000. Defendant Bohreer directed the firm's legal assistant, Defendant Taylor, to assign one hundred percent (100%) of such credit card charges to business expense categories for the Firm. The vast majority of such charges were personal expenses of Defendant Bohreer, such as family vacations, meals, personal shopping, and the like. Additionally, a substantial amount of the credit card charges paid by the Firm were non-firm expenses relating to her work for two 501(c)(3) organizations. To make matters worse, Defendant Bohreer instructed Defendant Taylor to submit requests for expense reimbursements to the 501(c)(3) organizations and request reimbursement checks made payable to Defendant Bohreer, not the Firm. Defendant Bohreer then pocketed the reimbursement payments instead of repaying the Firm for the expenses the Firm had paid.

10. As a result of Defendant Bohreer's conduct, Plaintiff, instead of receiving forty percent (40%) of the Firm's actual profits, received forty percent (40%) of the money left in the bank after Defendant Bohreer had improperly taken money for her personal and non-Firm expenses. In effect, Mr. Zucker paid forty percent (40%) of Defendant Bohreer's personal and non-Firm expenses.

11. Mr. Zucker confronted Defendant Bohreer about these issues on August 15, 2019. Defendant Bohreer said it was a "mistake" on the part of Defendant Taylor, that Defendant Bohreer had nothing to do with her credit card reimbursements, and that she and Defendant Taylor would correct the mistake. On August 21, 2019, Mr. Zucker looked at the "corrections" Defendant Taylor had been making related to the 2019 credit card charges, and he told Defendant Taylor that he did not believe that Defendant Taylor had made a "mistake" over the past two and a half years. He also told Defendant Taylor that he intended to have Defendant Taylor's corrections reviewed by the Firm's outside CPA. Defendant Taylor relayed those comments to Defendant Bohreer. Later that day, without notifying Mr. Zucker, Defendant Bohreer formed a new entity, The Bohreer Law

Firm PLLC. At this point, Defendant Bohreer and Defendant Taylor began to alter firm records and billing data in an effort to conceal Defendant Bohreer's activities. Defendant Taylor actively worked with and conspired with Defendant Bohreer to defraud Plaintiff.

12. Also on August 21, 2019, Defendant Bohreer sent an email to Mr. Zucker alleging that the Firm's outside CPA told Defendant Taylor how to code the expenses. This statement was false. In the same email, Defendant Bohreer for the first time alleged that she was entitled to some sort of "origination credit," despite never having sought or been paid any amount based on an "origination credit" during the 13-year history of the firm.

13. Over the next several weeks, Defendant Bohreer and Defendant Taylor continued to alter, hide, and destroy business records of the Firm to cover Defendant Bohreer's tracks. On August 28, 2019, they altered the Firm's billing system in order to support Defendant Bohreer's recently fabricated assertion of a right to an "origination credit." On September 3, 2019, Defendant Bohreer terminated one of the Firm's Public Storage unit leases, rented another storage unit in Defendant Bohreer's name only, and moved a substantial number of boxes containing the Firm's business, client, and accounting records to the new unit, which only Defendant Bohreer can access. She did so without informing Mr. Zucker, who discovered this misconduct when he visited the Public Storage facility and spoke with the manager.

B. Details of Reimbursement Scheme

14. In January 2017, Defendant Bohreer, along with Defendant Taylor, significantly, and improperly, changed how the Firm handled expense reimbursements for Defendant Bohreer. The purpose of the scheme was to enable Defendant Bohreer to live a lifestyle she could not otherwise afford, at Mr. Zucker's expense.

15. Prior to January 2017, Defendant Bohreer's reimbursement practice was to have the Firm pay most or all of her credit card bills by transfer, but she would have Defendant Taylor code a portion of the statements as "guaranteed payments to partners" ("GPPs"), to denote personal expenses that were included in Defendant Bohreer's income and charged against Defendant Bohreer's 60% share of Firm profits.

16. Beginning in January 2017, Defendant Bohreer caused the Firm to pay 100% of her credit card charges, totaling between \$650,000 and \$700,000 through August 2019, including those personal expenses that were previously coded as GPPs. She instructed Defendant Taylor to make handwritten notations next to each charge on each credit card statement, assigning the charge to an expense that would be a deductible business expense of the Firm. Defendant Taylor willingly participated in Defendant Bohreer's scheme and coded Defendant Bohreer's personal expenses in the Firm's QuickBooks as deductible expenses of the Firm, rather than as GPPs, which she had always done since being employed by the Firm in 2015.

17. As a few examples among many, Defendant Taylor made handwritten notations and coded the following credit card charges of Defendant Bohreer as Firm expenses beginning in January 2017:

- All of Defendant Bohreer's grocery purchases from Kroger;
- All of Defendant Bohreer's swimming pool maintenance and repairs;
- Defendant Bohreer's purchase of furniture for her son's room from Rooms to Go;
- Defendant Bohreer's clothing and accessory purchases from Neiman Marcus and other retailers;
- Defendant Bohreer's year-end trip to Tokyo and Hong Kong for the sole and specific purpose of obtaining 1K Premier status on United Airline's mileage rewards program;

- Defendant Bohreer's purchases of make-up, manicures, and pedicures;
- Defendant Bohreer's payments for her son's dental surgery and associated anesthesiology;
- Defendant Bohreer's breakfast, lunch and dinner at restaurants nearly every day of the year;
- A family vacation in Florida for Defendant Bohreer and three family members; and
- Defendant Bohreer's gasoline purchases.

18. For more than 2½ years, each and every expense on each and every one of Defendant Bohreer's credit cards was coded as a Firm business expense. When viewed in QuickBooks, the payments to the credit card companies appeared as checks that allocated portions of the payment to various expense categories. However, without viewing Defendant Bohreer's credit card statements themselves, there would be nothing in QuickBooks to indicate that a travel expense, for example, was a family vacation. Defendant Bohreer was essentially living out of the Firm and using its operating account as her personal piggy bank, all to the detriment of Plaintiff.

C. Defendant's Efforts to Conceal her Wrongful Acts

19. From 2006 through 2016, the Firm issued GPPs to Defendant Bohreer and Mr. Zucker in the ratio of 60%/40% (with slight variations). If a person were to look at the Firm's year-end income statement to determine the income received by each partner, the person would look at the GPPs.

20. Prior to January 2017, Defendant Bohreer's GPPs consisted of cash transfers to her bank account and a portion of her credit card payments that were coded to GPPs. Those two amounts, combined, were in a 60%/40% ratio to the GPP checks that were issued to Mr. Zucker. Because a large portion of Defendant Bohreer's GPPs were credit card payments, the direct payment portion of Defendant Bohreer's GPPs was typically smaller than 60%.

21. Beginning in January 2017, however, Defendant Bohreer, with Defendant Taylor's assistance, implemented the scheme to code all of Defendant Bohreer's credit card charges as business expenses, and not to code any of the credit card charges as GPPs. Thus, with the exception of July 2017, the QuickBooks printout reflects that all of Defendant Bohreer's GPPs were paid as electronic fund transfers to her bank account, and none were in the form of payments to credit card companies.

22. To keep the ratios of Mr. Zucker's and Defendant Bohreer's GPPs the same, *i.e.*, 40%/60%, and thereby hide the embezzlement scheme, beginning in January 2017, Defendants issued larger cash GPP transfers to Defendant Bohreer each month. Whereas prior to January 2017, Defendant Bohreer's cash transfers and credit card reimbursements, combined, totaled 60% of the GPP distributions, beginning in January 2017 Defendant Bohreer's cash transfers totaled 60% of the distributions, and the credit card reimbursements were all coded as Firm expenses.

D. Defendant's Abuse of her Relationship with 501(c)(3) Organizations

23. Defendant Bohreer currently holds a high-level position with a 501(c)(3) organization and for the past several years has served in other high-level positions with that organization. Her current position is a paid position, and Defendant Bohreer has been receiving compensation of between \$80,000 and \$115,000 per year.

24. The organization reimburses Defendant Bohreer for expenses, such as airfare, meals, and lodging associated with the frequent trips she takes throughout the United States in connection with organization business.

25. Defendant Bohreer caused the Firm to pay 100% of those expenses. On a quarterly basis, Defendant Bohreer and Defendant Taylor prepared a detailed and meticulous expense report that was submitted to the organization. Defendant Bohreer requested in these reports that the

expense reimbursement check be made payable to Defendant Bohreer, individually. Defendant Bohreer then deposited the checks into her personal bank account and never reimbursed the Firm, despite the fact the Firm paid the expenses. Note that the Defendants have claimed that Defendant Bohreer did reimburse the Firm for the 2019 expenses as part of their clean-up effort after their misdeeds came to light.

26. Defendant Bohreer also holds a high-level position with another 501(c)(3) organization. This position requires travel throughout Texas as well as travel in the United States and internationally.

27. This organization has a written policy authorizing reimbursement for travel expenses for certain positions and does not require advance approval for reimbursement of certain expenses, including expenses associated with travel to certain events.

28. Defendants caused the Firm to pay the expenses associated with Defendant Bohreer's travel for this organization's events.

29. Defendant Bohreer has been reimbursed by the organization. Defendant Taylor prepared expense reimbursement requests directing that the reimbursement check be made payable to Defendant Bohreer. Defendant Bohreer did not reimburse the Firm and instead pocketed the money.

E. Confrontation and Further Concealment Efforts

30. When Mr. Zucker confronted Defendant Bohreer regarding the falsified credit card statements on the morning of August 15, 2019, Defendant Bohreer, after acting confused for several minutes, stated, "Sharon [Ms. Taylor] made a mistake. I have nothing to do with those credit card statements. I don't see the credit card statements. Sharon needs to fix the mistake."

31. Defendant Taylor, however, did not make a mistake. Defendant Taylor was an accomplice.

32. Defendant Taylor knew how to code legitimate expenses. She properly coded Mr. Zucker's credit card charges for business expenses as business expenses, and she did not code Mr. Zucker's personal charges as business expenses. She did the same with another of the Firm's lawyer's expense reimbursements. She also would not have changed the procedure for expense reimbursements without Defendant Bohreer's instruction.

33. Defendant Bohreer's claim that she had nothing to do with her credit card reimbursements was also false. Each month, on the 1st and the 15th of the month, Defendant Taylor prepared what she referred to as the "Moola Report," which set forth the expenses to be paid by the Firm. This specifically listed Defendant's credit card statements and the amounts. Ms. Taylor then emailed these Moola Reports to Defendant Bohreer, and Defendant Bohreer would send Defendant Taylor an email instructing her as to the total amount to distribute as GPPs and how much would be paid to Defendant Bohreer and Mr. Zucker.

34. Defendants also intentionally hid the credit card payments from Mr. Zucker. Defendant Bohreer instructed Defendant Taylor to prepare checks for firm expenses for Mr. Zucker to sign each month, while at the same time causing her personal credit card payments to be paid by wire transfer instead of check.

F. Payments for Defendant's Son's Caretaker

35. At some point, Defendant Bohreer hired caretakers to care for her son and caused the Firm to pay more than \$21,000 to the caretakers in 2018 and 2019.

G. Cooking the Books

36. On August 15, 2019, the day after Mr. Zucker confronted Defendant Bohreer about the embezzlement and fraud, Mr. Zucker told Defendant Taylor that before making any corrective

changes in QuickBooks for 2019 (which Defendant Bohreer indicated would be corrected first), Ms. Taylor needed to review the credit card statements and prepare an Excel spreadsheet of the proposed changes and amounts and present them to the Firm's CPA, Linda Schmuck, for her review. Later that day, Mr. Zucker brought Defendant Taylor a memory stick containing the Excel template that Ms. Schmuck had prepared for this purpose.

37. Defendant Taylor stated that she had already made all of the changes for 2019 in QuickBooks. Defendant Taylor then asked Mr. Zucker whether "anyone would be able to see" what changes she had made in QuickBooks. Defendant Taylor had also erased the handwritten notations on the 2019 credit card statements and begun changing those notations to other expense categories.

H. Defendant in Desperation Concocts Notion of an Origination Credit

38. On Thursday, August 15, 2019, Mr. Zucker told Defendant Taylor not to delete, destroy or alter any records, nor allow Defendant Bohreer to delete, destroy or alter any records. Mr. Zucker did not realize at the time that Defendant Taylor was a willing participant in the fraudulent scheme, nor did he realize Defendant Taylor was reporting back to Defendant Bohreer everything Mr. Zucker said to her.

39. On August 22, 2019, the day after Mr. Zucker told Defendant Taylor that he did not believe Defendant Bohreer's story and reiterated his instruction to Defendant Taylor not to destroy or allow Defendant Bohreer to destroy any records, Defendant Bohreer, in an effort to help cover up her activities, sent two (2) emails to Mr. Zucker, Defendant Taylor, and the Firm's IT professional, Steve Jenkins, stating that Defendant Taylor had called her and reported that someone "was in her computer" and making changes," and that "things seem to be disappearing" to her.

Mr. Zucker immediately called Defendant Taylor and again instructed her not to allow any records to be deleted. He still did not realize that Defendant Taylor was a participant in the scheme.

40. On August 28, 2019, while Mr. Zucker was in Colorado for the Labor Day weekend, Mr. Zucker requested that Defendant Taylor send him some records from the Firm's billing system showing dollars billed. Defendant Taylor instead sent Mr. Zucker an "origination report" for 2019 which the Defendants created together in an effort to offset the theft of Firm monies used to pay for Defendant Bohreer's personal and non-Firm expenses, although Mr. Zucker had not requested such a document. Realizing that the Defendants were now altering the Firm's records to substantiate Defendant Bohreer's false claim for an "origination credit," Mr. Zucker asked Defendant Taylor to send him a copy of such report for all years. Defendant Taylor then generated a report from the Firm's billing system showing that Defendant Bohreer had originated virtually all of the Firm's clients since 2006 and that Mr. Zucker had originated virtually none. Because originations were irrelevant to the Firm's profit-sharing structure, the report was, unsurprisingly, incorrect. However, Defendant Taylor then printed out a list of all the Firm's clients, and Defendant Bohreer then wrote either "TJZ" or "EMB" next to the clients to designate whose originations they should be. Defendant Taylor then altered the billing system in accordance with Defendant Bohreer's instructions.

41. Approximately 20 minutes after sending the first report, Defendant Taylor emailed Mr. Zucker a "corrected" origination report, indicating that Defendant Bohreer had stated that the first one she sent was incorrect. Thus, it was clear that Defendant Bohreer and Defendant Taylor had been altering the Firm's billing records in an effort to maximize Defendant Bohreer's non-existent "origination credit." The "corrected report" was still incorrect.

42. Mr. Zucker, as a partner of the Firm, instructed Defendant Taylor in an email not to make or allow Defendant Bohreer to make any further changes to the Firm's billing system. On August 31, 2019, Defendant Bohreer instructed Defendant Taylor to print several reports reflecting dollars billed and originations, and Defendant Bohreer then placed those reports, along with her handwritten calculations relating to an "origination delta," in an envelope and left it on Mr. Zucker's desk. The calculations did not state the amount of the "origination credit" she was claiming, as her new outside CPA had not completed her review of the 2019 credit card statement corrections, and Defendant Bohreer did not yet know what the amount of the newly fabricated "origination credit" needed to be in order to offset the money she had stolen from the Firm.

43. The existence of the original origination report, the "corrected" origination report, and the third origination report, all of which are materially different from each other, is strong evidence that Defendants spent the Labor Day weekend attempting to spoliage and alter the Firm's records and to manufacture a false claim that Defendant Bohreer was somehow entitled, after thirteen (13) years, to some kind of "origination bonus."

44. Regardless of the actual originations, originations simply were not relevant to the Firm's business or 60/40 profit-sharing model. The billing system had a blank to fill in for originations, which designated Defendant Bohreer as the originator by default, even when Mr. Zucker originated the client. At no point during the Firm's thirteen-year (13) history was an origination report circulated or used in any manner or for any purpose. At no time did Defendant Bohreer ever receive an origination bonus, nor was there ever an agreement for origination bonuses to be paid.

45. Only after Mr. Zucker told Defendant Taylor that Defendant Bohreer's conduct amounted to a 2½ year embezzlement scheme, which comments were relayed to Defendant Bohreer, did Defendant Bohreer decide to argue that she was somehow entitled to embezzle money and justify the embezzlement as an "origination credit."

46. After Mr. Zucker returned to Houston after Labor Day, Defendant Bohreer began a series of emails that attempted to "paper the file" with a false claim that she was entitled to an "origination credit."

47. When Mr. Zucker returned to the office after Labor Day, Defendant Bohreer notified him that she had made some calculations, had transferred cash into her bank account, and was providing Mr. Zucker with a check for GPPs due him according to these calculations as well as an expense reimbursement check. Mr. Zucker then disputed the calculations and exchanged several emails with Defendant Bohreer regarding that issue. After Mr. Zucker emailed Defendant Bohreer and told her the deal was 60/40 and that she should just "do the right thing," Defendant Bohreer stopped communicating for the next several days.

48. Ultimately, and in an amazing display of shameless audacity, Defendant Bohreer provided Mr. Zucker with a reconciliation (without any of the credit card statements or any other backup) reflecting that she had improperly charged more than \$90,000.00 to the Firm in the first months of 2019 alone. However, because of the created-out-of-whole-cloth "origination credit," which suddenly morphed into a fabricated 20% "origination bonus," Defendant Bohreer claimed the Firm actually owed her money. After being caught with her hand in the cookie jar, Defendant Bohreer's reaction was to try to send Mr. Zucker to the store for more. Outrageous does not begin to describe Defendant Bohreer's conduct.

49. All conditions precedent to Plaintiff's right to recover have been performed or have occurred.

V.

Causes of Action

A. Breach of Fiduciary Duty

50. The Firm is a partnership organized and existing under Texas law. Partners owe each other fiduciary duties, including *inter alia* the duties of loyalty and utmost good faith, of candor, to refrain from self-dealing, to act with integrity of the strictest kind, of fair and honest dealing, and of full disclosure.

51. Defendant Bohreer breached the fiduciary duties that she owed to Plaintiff by causing the Firm to pay Defendant Bohreer's personal and non-Firm related business expenses, by concealing this course of conduct from Plaintiff, and by not disclosing this course of conduct to Plaintiff.

52. Plaintiff was injured by Defendant Bohreer's breach in that his share of Firm profits was reduced by forty cents for every dollar in illegitimate expense that was paid by the Firm.

53. Accordingly, Defendant is liable to Plaintiff for breach of fiduciary duty.

B. Fraud

54. Pleading further and in the alternative if necessary, Defendants represented to Plaintiff that hundreds of thousands of dollars in Defendant Bohreer's personal expenses were legitimate business expenses of the Firm. These representations were false in that the expenses were not legitimate business expenses of the Firm. Defendants made these false representations knowingly with the intent that Plaintiff rely on them and accept a share of the falsely diminished profits of the Firm.

55. Plaintiff reasonably relied on Defendants' representations by accepting that the books cooked by Defendant and Defendant Taylor fairly and accurately reflected the financial results of the Firm. Plaintiff suffered a pecuniary loss as his share of the Firm's profits was drastically reduced by Defendants' wrongful acts and course of conduct.

56. Accordingly, Defendants are liable to Plaintiff for fraud.

C. Breach of Contract

57. Pleading further and in the alternative if necessary, Plaintiff and Defendant Bohreer entered into an agreement whereby they would accurately account for the Firm's profitability and split the Firm's profits on the basis of 60% to Defendant Bohreer and 40% to Plaintiff.

58. Plaintiff fully performed his obligations under the parties' agreement, and Defendant Bohreer breached the agreement by causing her personal and non-Firm related business expenses to be paid by the Firm. Plaintiff has been damaged by Defendant Bohreer's breach in the amount of 40% of all illegitimate expenses charged to the Firm.

59. Accordingly, Defendant Bohreer is liable to Plaintiff for breach of contract.

D. Aiding and Abetting

60. As described herein, the wrongful acts of Defendant Bohreer accomplished a tortious result. Also as described herein, Defendant Taylor provided substantial assistance to Defendant Bohreer in accomplishing the tortious result. Defendant Taylor's own conduct, including falsely coding the personal expenses of Defendant Bohreer, was a breach of a duty to Plaintiff, and Defendant Taylor's participation was a substantial factor in causing the torts described herein. Accordingly, Defendant Taylor is jointly liable with Defendant Bohreer to Plaintiff for aiding and abetting Defendant Bohreer's wrongful conduct.

E. Conspiracy

61. Defendant Taylor combined with Defendant Bohreer in order to accomplish a wrongful and unlawful purpose, *i.e.*, depriving Plaintiff of his rightful share of the Firm's profits by wrongfully causing the Firm to pay Defendant Bohreer's extravagant personal expenses and concealing the same. Defendants had a meeting of the minds on this course of action, and both committed unlawful, overt acts to further this course of action, thereby causing injury to Plaintiff. Accordingly, Defendant Taylor is jointly liable with Defendant Bohreer to Plaintiff for conspiring with Defendant Bohreer to commit the wrongful acts.

F. Declaratory Judgment

62. Defendant Bohreer and Plaintiff have operated their partnership on a 60/40 basis for thirteen (13) years. Recently, after having been caught in blatant and outrageous acts of mis- and malfeasance, Defendant Bohreer has for the first time asserted a "right" to a 20% origination fee. Plaintiff asks the Court for a determination that Defendant Bohreer is not entitled to any newly remembered/concocted 20% origination fee under the terms of the agreement between Plaintiff and Defendant Bohreer.

VI.

Attorneys' Fees

63. As a result of Defendants' conduct, Plaintiff was required to engage undersigned counsel and seeks the reasonable and necessary attorneys' fees that he has incurred pursuant to Texas Civil Practices & Remedies Code §§38.001, *et seq.* and 37.009.

VII.

Exemplary Damages

64. Defendants acted with malice and committed fraud, and Plaintiff seeks exemplary damages as allowed by law. Furthermore, Defendants' conduct constituted misapplication of the property of a fiduciary, fraudulent concealment of a writing, and/or felony theft in the third degree or higher. Accordingly, any award of exemplary damages herein is not subject to the cap set forth in the Texas Damages Act. Tex. Civ. Prac. & Rem. Code §41.008(c).

VIII.

Limitations

65. To the extent that Defendants plead limitations as an affirmative defense to any of Plaintiff's claims, Plaintiff pleads the discovery rule and fraudulent concealment.

IX.

Request for Disclosure

66. Plaintiff requests that Defendants pursuant to Rule 194, of the Texas Rule of Civil Procedure, disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2.

Prayer

For the foregoing reasons, Plaintiff prays that the Court enter judgment against Defendants for the following:

- a. Actual damages;
- b. Exemplary damage;
- c. Attorneys' fees;
- d. An equitable accounting;

- e. Costs of litigation;
- f. Costs of court;
- g. Pre-judgment and post-judgment interest; and
- h. Such other and further relief, general and special, legal and equitable, to which Plaintiff is justly entitled.

Respectfully submitted,

O'CONOR, MASON & BONE, P.C.

By: /s/Jess W. Mason

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